

Notice to Proceed

17 August 1964

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Gentlemen:

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1. [redacted] is hereby authorized to proceed with the design and development of [redacted] in accordance with [redacted] proposal dated 27 July 1964 to [redacted]. The work is to be performed in accordance with Work Statement ~~assigned~~ ^{designated} TMP 41026.

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2. The effective date of this notice to proceed is 14 August 1964. Contract No. UT 846 is ~~signed~~ ^{assigned} to this work.

3. There has been allotted for the initial performance of work under this notice to proceed the sum of [redacted]. Pending negotiations and formalization of the definitive contract this is the maximum amount for which the Government shall be liable if this contract is terminated and any expenditure or obligation by the contractor in excess of that amount in furtherance of performance hereunder, shall be at the Contractor's own risk.

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4. By the Contractor's acceptance of this Notice to Proceed, it undertakes, without delay, to enter into negotiations with the Government leading to the execution of a definitized contract which will incorporate by reference the current basic agreement in effect between the Department of Defense and the

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[redacted] with such changes thereto as the parties may ~~mutually~~ ^{mutually} agree upon. It is expected that the definitized contract will be executed prior to 30 September 1964. Costs under the contract will be determined in accordance with Section 15 ASPR.

5. The performance of work under this Notice to Proceed may be terminated by the Government in accordance with the termination clause of the Armed Services Procurement Regulations as contained in the current basic agreement between the Department of Defense and [redacted]

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7. Please indicate your receipt of this Notice to Proceed and your acceptance thereof by executing the original and three copies hereof. Return the fully executed original and two signed carbon copies of this Notice to Proceed to the undersigned. Retain one signed copy for your files.

THE UNITED STATES OF AMERICA

BY

[Redacted Signature Box]

Contracting Officer

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ACKNOWLEDGED AND ACCEPTED

[Redacted Signature Box]

BY

TITLE

DATE

Aug 31, 1964

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EXHIBIT "A"

1. The Contractor shall not reveal (i) the specific nature of any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

2. Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whensoever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clause of the General Provisions in conflict with the stipulations of such subcontract.